



ITB-2015-132

# INVITATION TO BID

## **ITB-2015-132: Extension/Expansion of Jericho Landfill Site and Construction of Materials Recovery Facility with Transfer System Expansion of Jericho Landfill** occupied Palestinian territory



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**United Nations Development Programme  
Programme of Assistance to the Palestinian People  
July, 2015**

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## Invitation to Bid (ITB)

Date: 9 July 2015

Reference: ITB-2015-132

### Subject: Extension/Expansion of Jericho Landfill Site and Construction of Materials Recovery Facility with Transfer System

1) We hereby solicit your bid for the subject works. To enable you to submit a bid, please find enclosed:

- Section 1: Instructions to Bidders
- Section 2: Bid Data Sheet (BDS)
- Section 3: Contract for Works (form of)
- Section 4: General Conditions of Contract for Civil Works
- Section 5: Special Conditions
- Section 6: Scope of Works
- Section 7: Technical specifications (including initial environmental evaluation report)
- Section 8: Drawings
- Section 9: Price Schedule (Bill of Quantities)
- Section 10: Required forms
- Section 11: Sample forms
- Section 12: Safety, Health and Welfare on Construction Sites - Manual

2) Interested bidders may obtain further information at the following email address: **proc9.papp@undp.org**

3) Interested bidders **are encouraged to attend** (on their own cost and responsibility) the Pre-bid meeting which shall take place as per the following schedule:

Pre-bid meeting Date & Time and Location	Site visit info
<b>27 July 2015 @ 11 a.m.</b> at Solid Waste Joint Service Council	Gathering of bidders shall be at 11 a.m. inside the Building of the Solid Waste Joint Service Council in Jericho, to be followed by a site visit at the same location

It is **strongly advised** that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held as per above schedule containing date, time and location. Bidders will be required to sign an attendance form. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an addendum to the bid solicitation and posted online at the designated website: [http://procurement-notice.undp.org/view\\_notice.cfm?notice\\_id=23635](http://procurement-notice.undp.org/view_notice.cfm?notice_id=23635).



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The bidders/tenderers should confirm in their bids that they have visited and examined the project site and its surroundings, and obtained for themselves, on their own responsibility, all information which may be necessary for preparing the tender/bid and entering into a contract.

**Note: No more than two Representatives from each bidder** to attend the pre-bid meeting on behalf of the bidder.

The pre-bid meeting minutes, and any further enquiries received on or before **29 July 2015**, will be documented and posted on the designated UNDP website on **3, August 2015**. No inquiries will be accepted after **29 July 2015**.

Bids must be delivered to the following address **on or before 2 p.m. (Jerusalem time) on 10, August 2015**:

United Nations Development Programme (UNDP / PAPP)  
3 Ya'qubi Street  
Jerusalem  
Tel: 02-6268200

**Late bids shall be rejected**

Bids will be opened in the presence of bidder's authorized representatives, who choose to attend, at **half an hour past bid closing time** on **10 August 2015** at the address mentioned above.

This letter is not to be construed in any way as an offer to contract with your firm.

UNDP looks forward to receiving your Bid and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Khaled Shahwan



Deputy Special Representative of the Administrator (Operations)

United Nations Development Programme (UNDP/PAPP)



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## SECTION 1: INSTRUCTIONS TO BIDDERS

### A. Introduction

1. **General:** The UNDP invites sealed Bids for the specified Works.
2. **Eligible Bidder**
  - 2.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the UNDP to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of works under this Invitation to Bids. Bidders shall be legally incorporated entities, or groups formed by such as joint ventures.
  - 2.2 In the event that prequalification of potential bidders has been undertaken, only bids from pre-qualified bidders shall be considered for award of Contract.
  - 2.3 If UNDP has not undertaken prequalification of potential bidders, all bidders shall include the information and documents specified in clause 9 of this Instruction to Bidders.
3. **Cost of Bid:** The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B. Solicitation Documents

4. **Examination of Solicitation Documents:** The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid. The Solicitation Documents are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause 6 below.
  - (a) Instructions to Bidders;
  - (b) Bid Data Sheet (BDS);
  - (c) Contract for Works (form of);
  - (d) General Conditions of Contract for Works
  - (e) Special Conditions.
  - (f) Scope of Works;
  - (g) Specifications;
  - (h) Drawings;
  - (i) Bills of Quantities;
  - (j) Sample forms;
  - (k) Safety, Health and Welfare on Construction Sites - Manual
  - (l) Any other document listed **in the BDS** as forming part of the Solicitation



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5. **Clarification of Solicitation Documents:** A prospective Bidder requiring any clarification of the Solicitation Documents may notify UNDP in writing. The response will be made in writing to any request for clarification of the Solicitation Documents that it receives earlier than ten days prior to the Deadline for the Submission of Bids. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be posted on <http://www.undp.ps/en/aboutundp/forms.html>. All communication connected with this Bid must be directed exclusively to the UNDP person identified as the contact person **in the BDS**.
6. **Amendments of Solicitation Documents:** No later than one week prior to the Deadline for Submission of Bids, the UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the Solicitation Documents. All amendments will be posted on <http://www.undp.ps/en/aboutundp/forms.html>. In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the UNDP may, at its discretion, extend the Deadline for the Submission of Bids.

### C. Preparation of Bids

7. **Language of the Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the UNDP shall be written in the language indicated **in the BDS**.
8. **Documents Comprising the Bid:**  
The Bidder or the Bidder's authorised agent shall sign the Bid as indicated on the Bid Submission Sheet of this ITB. The Bid must comprise the following documents:
  - (a) A Bid Submission form;
  - (b) Bid Security, if required, under clause 13 of Instructions to Bidders and in the form provided in Section 11.
  - (c) Priced Bill of Quantities;
  - (d) Written Power of Attorney, authorising the signatory of the bid to commit the bidder;
  - (e) Technical information as may be required by the BDS;
  - (f) Qualification information in accordance with clause 9.1 of the Instructions to Bidders, if prequalification of bidders has not been carried out.
  - (g) Any additional information required to be completed and submitted by bidders as specified **in the BDS**.

Each continuation sheet or attachment shall bear the bidder's name and the person signing the bid must initial any erasures or other changes.

### 9. Documents Establishing Bidder's Eligibility and Qualifications:

- 9.1 If bidders have not been pre-qualified and post qualification has been selected to determine eligibility of bidders, then the Bidder shall furnish evidence of its qualification by submitting the following information and documents with their bids, unless otherwise stated **in the BDS**:



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- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Bidder; written power of attorney of the signatory of the Bid to commit the Bidder;
  - (b) Total monetary value of construction works performed for each of the last three years;
  - (c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
  - (d) Major items of construction equipment proposed to carry out the Contract
  - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) Reports on the financial standing of the Bidder for the last two years as specified in the BDS. such as profit and loss statements and certified auditor's reports for the past two years;
  - (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources) as specified in the BDS;
  - (h) Authority to seek references from the Bidder's bankers
  - (i) Information regarding any litigation, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts; and awards;
  - (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price..
- 9.2 To qualify for award of the Contract, bidders shall meet the following **minimum qualifying criteria**:
- a) An average annual financial amount of construction work over the period specified **in the BDS**.
  - b) Experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period specified **in the BDS** (to comply with this requirement, works cited should be at least 70 percent complete);
  - c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in the BDS**;
  - d) Minimum required key personal proposed for the supervision and management of this project as specified in the **BDS**.
  - e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **in the BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.



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#### 10. Documents Establishing Conformity of Equipment Incorporated into the Works:

Where electrical and mechanical goods and equipment form part of the Works, the Bidder shall also furnish as part of its Bid, documents establishing the conformity to the Bidding Documents of all equipment and related services, which the Bidder proposes to supply under the contract.

The documentary evidence of conformity to the Bidding Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristics of the equipment;
- (b) A list giving full particulars, including available sources and current prices of spare parts, special tools, etc, necessary for the proper and continuing functioning of the equipment for a period specified in the **BDS**, following commencement of the use of the equipment.

##### 10.1 Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all entities that comprise the joint venture.

After the bid has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Bid.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the ITB.





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Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a joint venture is determined by UNDP as the most responsive Bid that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity, who shall sign the contract for and on behalf of all the member entities.

11. **Bid Currency/Bid Prices:** All prices must be quoted in the nominated currency **in the BDS**. The Bidder shall indicate on the appropriate Bills of Quantities (or Price Schedule Sheet as appropriate); the unit prices (where applicable) and total Bid Price of the goods and/or services/works it proposes to supply under the contract.

UNDP is a tax-exempt entity. All Bids must be submitted net of any direct taxes or customs duties.

12. **Period of Validity of Bids:** Bids shall remain valid for a period after the date of Bid Submission as indicated **in the BDS**. A Bid valid for a shorter period may be rejected as non-responsive pursuant to clause 23 of Instructions to Bidders. In exceptional circumstances, the UNDP may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bidders granting the request will not be required nor permitted to modify their Bids.
13. **Bid Security:** The bidder shall furnish as part of its bid **either** a Bid Securing Declaration or a Bid Security as specified in the **BDS**. A Bid Securing Declaration shall be in the form included in Section 10 of this ITB.

If a Bid Security is specified then the following should be adhered to:

- (a) The Bidder may be requested to furnish at its own cost and expense, as part of its Bid, a Bid Security to the UNDP in the amount as indicated **in the BDS**.
- (b) The Bid Security is to be sealed in a separate envelope within the main sealed bid
- (c) The Bid Security is to protect the UNDP against the risk of the Bidder's conduct, which would warrant the security's forfeiture, pursuant to clause 13(h) below;
- (d) The Bid Security shall be denominated in **US Dollars** or in a freely convertible currency and shall be in the form of a bank guarantee, issued by a reputable bank, and in the form provided in these Solicitation Documents. Certified Bank Cheques could be accepted as well.
- (e) Any Bid not secured in accordance with clauses 13 a) and 13 d) above will be rejected by the UNDP as non-responsive.
- (f) Unsuccessful Bidder's Bid Security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of Bid Validity prescribed by the UNDP pursuant to clause 12 of Instructions to Bidders;
- (g) The successful Bidder's Bid Security will be discharged or returned upon the Bidder signing the Contract, pursuant to clause 26 of Instructions to Bidders, and furnishing the Performance Security, pursuant to clause 27 of Instructions to Bidders;
- (h) The Bid Security may be forfeited:





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1. If a Bidder withdraws its offer during the period of the Bid Validity specified by the Bidder, in compliance with **BDS**, on the Bid Submission Form, or, refuses to accept the correction of errors in its Bid, or,
2. In the case of a successful Bidder, if the Bidder fails:
  - (i) To sign the Contract Order in accordance with clause 26 of Instructions to Bidders, or,
  - (ii) To furnish Performance Security in accordance with clause 27 of Instructions to Bidders.

#### D. Submission of Bids

14. **Format and Signing of Bid:** The Bidder shall prepare one **original and one Copy** Of the Bid, clearly marking each **“Original Bid”** and **“Copy of Bid”** as appropriate. In the event of any discrepancy between them, the original shall govern. The original and copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. A Bid shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case the person or persons signing the bid shall initial such corrections.

#### 15. Sealing and Marking of Bids:

- 15.1 The Bidder shall seal the original and the copy of the Bid in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY”**. The envelopes shall then be sealed in an outer envelope.
- 15.2 The inner and outer envelopes shall:
  - (a) Be addressed to the UNDP at the address given **in the BDS** of these Solicitation Documents; and
  - (b) Make reference to the **“subject”** indicated in the Letter of Invitation of these Solicitation Documents, and a statement: **“DO NOT OPEN BEFORE”**, to be completed with the time and the date specified **in the BDS** for Bid Opening pursuant to clause 16 of Instructions to Bidders.
- 15.3 The inner and outer envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared **“late”**.
- 15.4 If the outer envelope is not sealed and marked as required by clause 15.2 of Instructions to Bidders, the UNDP will assume no responsibility for the Bid’s misplacement or premature opening.
- 15.5 The Bid Security is to be sealed in a separate envelope within the main sealed bid.

#### 16. Deadline for Submission of Bids/Late Bids:

- 16.1 Bids must be delivered to the office on or before the date and time specified in the Letter of Invitation of these Solicitation Documents.
- 16.2 The UNDP may, at its discretion, extend this deadline for the submission of the bids by amending the Bidding Documents in accordance with clause 6 of Instructions to Bidders, in which case all rights and obligations of the UNDP and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



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- 16.3 Any Bid received by the UNDP after the Deadline for Submission of Bids will be rejected and returned unopened to the Bidder.
- 16.4 If no Bid is to be submitted (in case of a direct invitation), the documents should not be returned to UNDP unless so requested. Written advice should be sent to UNDP with reasons for not submitting a bid and as to whether future invitations for the type of Works covered by this request are desired. Failure to comply with the above may result in removal of the name of such recipient from the list for similar type of works covered by this ITB.
17. **Modification and Withdrawal of Bids:** The Bidders may withdraw its bid after submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline for submission. No Bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of Bid Validity.

## E. Opening and Evaluation of Bids

### 18. Opening of Bids:

- 18.1 The UNDP will open all bids in the presence of Bidders' Representatives who choose to attend, at the time, on the date, and at the place specified **in the BDS**, of this Solicitation Document. Bidders' Representatives shall carry a letter authorizing the holder to attend the bids opening session on behalf of the bidder. The bidders' Representatives who are present shall sign a register evidencing their attendance.
- 18.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the UNDP, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to clause 16.3 of Instructions to Bidders.
- 18.3 Bids (and modifications sent pursuant to clause 17 of Instructions to Bidders) that are not opened and read out at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn Bids will be returned unopened to the Bidders.
- 18.4 UNDP will prepare minutes of the Bid Opening.
19. **Clarification of Bids:** To assist in the examination, evaluation and comparison of Bids the procuring entity of UNDP may at its discretion ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing and no change in price or substance of the Bid shall be sought, offered or permitted.

### 20. Preliminary Examination:

- 20.1 Prior to the detailed evaluation, the UNDP will determine the substantial responsiveness of each Bid to the Invitation to Bid (ITB). A substantially responsive Bid is one, which conforms to all the terms and conditions of the ITB without material deviations.

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- 20.2 The UNDP will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order as specified **in the BDS**.
- 20.3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Bid will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.
- 20.4 A Bid determined as not substantially responsive will be rejected by the UNDP and may not subsequently be made responsive by the Bidder by correction of the non-conformity. UNDP shall use the criteria as detailed **in the BDS** to establish responsiveness.

21 **Conversion to Single Currency:** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in which the Bid Prices are payable to US dollars at the official UN exchange rate on the last day for Submission of Bids.

22 **Evaluation of Bids:** UNDP will evaluate and compare the bids, which have been determined to be substantially responsive pursuant to clause 20 of Instructions to Bidders. Determination of compliance with the Solicitation Documents is based on the content of the Bid itself without recourse to extrinsic evidence.

The evaluation will take into account the following criteria:

Evaluation Criteria	
1.1	Compliance with pricing conditions set in the ITB.
1.2	Compliance with requirements relating to technical design features or the product's ability to satisfy functional requirements.
1.3	Compliance with Special and General Conditions specified by these Solicitation Documents. (bid submission form)
1.4	Compliance with start-up, delivery or installation deadlines set by the procuring entity.
1.5	Demonstrated ability to comply with critical provisions such as execution of the Purchase Order by honouring the tax-free status of the UN.
1.6	Demonstrated ability to honour important responsibilities and liabilities allocated to Contractors in this ITB (e.g. performance guarantees, warranties, or insurance coverage, etc).
1.7	Copy of company's registration required by law and issued by authorized agency: This document is mandatory for administrative compliance and starting with technical evaluation of bids.
1.8	Organizations general and specific experience: The organizations general reliability, experience and capacity in implementing similar projects.

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Evaluation Criteria	
1.9	Adequacy of the proposed work plan: The Bidder's approach in responding to the SOW and BOQ by presenting work plan including a time schedule for all activities during the construction period and present clear work plan.
1.10	Key personnel, machinery and capacity to implement: The qualification, competence and experience of the personnel proposed for the various assignments included in this project, and capacity to deliver on time. Submit resumes (CV) for key personnel and detailed descriptions of machineries owned or intended to be purchased or leased for the purpose of executing the contract by the Bidder.
1.11	Reference list and value of project implemented in last three years: Include list of projects with similar scale, completion period and list of equipments engaged in this project. Include name of project, kind of executed works, name, telephone, email of client, value of executed work (use USD or local currency) and duration of executing work (from, month/year – to, month/year)
1.12	Reference list and value of ongoing projects contracted by bidder: Include list of projects, name of clients, value of contracted works (use USD or local currency) and dead line for construction works.(from, month/year-to month/year)
1.13	Local knowledge: Proven experience of organization and involved personnel in working in the same Province.
1.14	Price Deviation: Bidders shall quote reasonable bid prices with an acceptable margin of deviation in comparison to the real local market prices at the time of bids preparation  In case of Unbalanced pricing (i.e. despite an acceptable total evaluated price, the price of one or more BoQ line items is significantly over or understated), UNDP had the right to reject the unbalanced bid if it determines that the lack of balance does pose an unacceptable <b>Risk to UNDP.</b>

## F. Award of Contract

- 23 **Award Criteria:** The UNDP will Issue the Contract to the technically responsive Bidder who has offered the lowest price and has also met the qualification criteria. The UNDP reserves the right to accept or reject any Bid, to annul the solicitation process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the UNDP's action.
- 24 **UNDP's Right to Vary Requirements at Time of Award:** The UNDP reserves the right at the time of making the award of contract to increase or decrease items in the Bills of Quantity, if possible, without any change in unit price or other terms and conditions, by the amount indicated **in the BDS**. This shall only be done in a manner that does not affect the overall completion of the Works



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- 25 **Notification of Award:** Prior to the expiration of the period of Bid Validity, the UNDP will send the successful Bidder the Contract. The Contract may only be accepted by the Contractor signing and returning an Acknowledgement copy of the Contract. Such acceptance shall affect a contract between the parties under which the rights and obligations of the parties shall be governed solely by the terms and conditions of this Contract.
- 26 **Signing of the Contract:** Within 14 days of receipt of the Contract, the successful Bidder shall sign, date and return it to the UNDP.
- 27 **Performance Security:** The successful Bidder shall provide the Performance Security, in the form of "Performance Security" provided for in these Solicitation Documents, within 7 days of receipt of the letter of Intent from UNDP, and before signing the resulted contract as issued by the UNDP

Failure of the successful Bidder to comply with the requirement of clause 26 or clause 27 of Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, in which event the UNDP may make the award to the next lowest evaluated Bidder or call for new Bids.

- 28 **Vendor Protest:** Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected. In the event that** you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

#### G. Other Requirements:

- 29 **Time for Completion:** The Time for Completion is specified **in the BDS**. The completion of the Works shall be in accordance with the terms of the resulting Contract as may be issued by UNDP.
- 30 **Material, Labour and Facilities:** No material, labour or facilities will be furnished by UNDP or its clients unless specified in the ITB.
- 31 **Site Visit:** The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense. If UNDP has arranged a formal Site Visit as part of this ITB, this shall be stated **in the BDS**.

#### H. Payment:

- 32 **Time of Payment:** Unless otherwise indicated in the Special Terms and Conditions of this ITB, UNDP will



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normally effect payment within 40 days after receipt of a commercial invoice, certification of site works (if applicable) and other supporting documents.

- 33 **Letter of Credit:** UNDP does not accept Letter of Credit terms.
- 34 **Advance Payment:** It is not the normal policy of UNDP to approve advance payments, unless specifically stated in the payment terms.
- 35 **Currency of Payment:** Payment will be made in the currency in which the Contract is issued.

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## SECTION 2: BID DATA SHEET (BDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instruction to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders.

Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Category and minimum required classification	<b>Classified by the Ministry of public works and housing /Contractors union, with minimum Grade 1 or 2 in Buildings and Road Works or equivalent class as per host country official contractors grading/classification system.</b>
Clarifications (clause 5)	Via Email: <a href="mailto:proc9.papp@undp.org">proc9.papp@undp.org</a>
Language of the Bid: (clause 7)	English
No. of copies of Bid that must be submitted	Original: one (1) Copies: one (1), in addition to <b>two (2) soft copies on CD/DVD to include among other requirements the technical offer, the priced bills of quantities, and the eligibility documents.</b> Submissions must be identical and include all required documents. In the event of any discrepancies the "original proposal" submitted in hard copy shall govern.
Minimum Qualifying Criteria (Clauses 9.1 & 9.2)	All items/documents under this clause are required to be submitted by the bidders: <ol style="list-style-type: none"> <li>List and value of <b>projects</b> performed for the last seven (7) years with similar nature and complexity, plus client's contact details who may be contacted for further information on those contracts. A minimum number of <b>2 contracts</b>, implemented over the <b>past 5 years</b>, of a similar nature and complexity must be executed by the contractor (to comply with this requirement, work cited should be at least 70 percent complete);</li> <li>List and value of <b>on-going projects</b> with contact details of clients and current percentage completion of each ongoing project;</li> <li>Total monetary value of construction works performed for each of the last <u>five years</u>. Average should be no less than <b>USD 500,000</b> per year;</li> <li>Minimum Required average Volume of Works, of a similar nature, as a Prime Contractor (in the past five years): USD 3,000,000 ;</li> <li>Independently <b>audited financial accounts</b> for the last two years in English. UNDP will check the financial accounts to compute the quick ratio (QR). Quick ratio tests the company's financial strength and liquidity by calculating a company's liquid assets in proportion to its liabilities;</li> <li><b>If QR is less than 1</b>; UNDP shall verify financial capacity of the bidder and had the authority to seek references from concerned parties &amp; banks on the bidder' financial standing. UNDP had the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not financially capable</li> </ol>





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Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
	<p>and/or had serious financial problems;</p> <p>(g) <b>Liquid assets and/or credit facilities</b>, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than <b>USD 250,000</b>. Proof via an official bank credit letter (An Official letter from bidder's bank certifying the actual approved credit facilities ceiling and balances of all active accounts within the bank) shall be provided by the <b>selected bidder only, upon UNDP' request</b>, and just before contract award);</p> <p>(h) Information regarding any <b>litigation</b>, current or during the last five years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards thereof;</p> <p>(i) Tentative <b>Work plan</b>;</p> <p>(j) List of construction and <b>equipment</b> and specialized tools owned / Leased and proposed to carry out the contract (<b>including documentary proof of ownership (or ability to lease) the essential equipment</b>); and,</p> <p>(k) <b>CVs/Resumes</b> for key personal proposed for this project, as per minimum stated below.</p>
<p>Minimum required key personal (Clause 9.2.d)</p>	<p><b>Qualified personnel to be assigned to the contract :</b></p> <p><b>Civil Site Engineer</b> with Eight (8) years' proven experience; including at least three years' experience in similar nature projects (full-time resident position : to be available on site during implementation of the works from start until completion);</p> <p><b>Structural Engineer;</b> with a minimum proven experience of Eight (8) years in the field of buildings (Part-time resident position : to be available/present on site during implementation of the works, when and for as long as needed/required);</p> <p><b>Mechanical Engineer</b> with Eight (8) years' proven experience, including experience in similar work; (Part-time resident position: to be available on site during implementation of the works, when and for as long as needed/required)</p> <p><b>Surveyor</b> with Eight (8) years' proven experience; (Part-time position : to be available on site during implementation of the works, when and for as long as needed/required));</p> <p><b>Office Engineer</b> with 1-2 years' proven experience; (<b>full -time</b> resident position : to be available on site during implementation of the works); and,</p> <p><b>Technical Forman</b> with seven (7) years' experience, with at least three (3) years' experience in projects of a similar nature. (<b>full -time</b> resident position : to be available on site during implementation of the works from start until completion).</p> <p>Copies of "confirmation of availability" and CVs should be added to demonstrate that each specialist or engineer is qualified and ready to perform in his/her relevant area of competency.</p> <p>The above listed key personnel are subject to UNDP Approval.</p>



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Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
	<p>The Contractor is encouraged to consider <b>Gender Equality</b> when recruiting/assigning his staff on the project.</p> <p>Note: The owner(s) and/or General Managers of the contracting firm are <b>not allowed</b> to fill in any of the above listed key positions, unless a written approval is granted for that purpose by UNDP.</p> <p><b>Note:</b> Bidders shall take into account all the costs associated with hiring and assigning all the staff/personnel mentioned herein/above for/on the project according to what is required. CVs for all proposed staff must be submitted.</p> <p>Failure of the potential selected contractor to propose suitable and qualified personnel/staff, including the Conservation Expert, will lead to rejection of his/her bid and render his/her offer technically not acceptable.</p>
<p>Required Documents that must be Submitted to Establish Qualification of Bidders</p>	<ul style="list-style-type: none"> <li>☒ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/works/services being procured;</li> <li>☒ CVs/Resumes for key personal proposed for this project, as per minimum stated above;</li> <li>☒ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder;</li> <li>☒ Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation;</li> <li>☒ Local Government permit to locate and operate in the current location of office or factory;</li> <li>☒ Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <b>two years</b>;</li> <li>☒ Statement of Satisfactory Performance from the Top <b>three</b> Clients in terms of Contract Value in the past <b>seven</b> years;</li> <li>☒ List of Bank References (Name of Bank, Location, Contact Person and Contact Details);</li> <li>☒ All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> </ul>



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Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Documents Comprising the Bid (clause 8):	(a) A Bid Submission form; in the form provided in Section 10. (b) Bid Security (Bid bond issued from a Bank) in the form provided in Section 10. (c) Priced Bill of Quantities (duly filled in, signed and stamped); (d) Written Power of Attorney, authorising the signatory of the bid to commit the bidder; (e) Eligibility & Technical information as required above; (f) Qualification information in accordance with clause 9.1 of the Instructions to Bidders, if prequalification of bidders has not been carried out.
Subcontracting percentage/ceiling restriction	<b>Maximum percentage of the contract value which may be subcontracted is fixed at 30% of contract value.</b>
Subcontracting (clause 9.1 (j))	Where the contractor is proposing to subcontract in excess of 10% of the total value of the contract, the following details should be submitted by the contractor in the bid submission: <ul style="list-style-type: none"> <li>- BOQ item number to be subcontracted</li> <li>- Value to be subcontracted</li> <li>- Name of subcontractor(s)</li> </ul> Additional information may be requested by UNDP to verify the technical and administrative capacity of the subcontractor(s) to undertake the works. UNDP reserves the right to accept or reject proposed subcontractors based on their qualifications.
Equipment (clause 10)	For all equipment included in the BoQ, reliable local agent should be operable in the local market for not less than five (5) years and should provide letter of guarantee for the availability of spare parts and after sale service for minimum ten (10) years following installation, commissioning and acceptance of equipment by UNDP Engineer.  Warranty should be provided for a minimum of 12 months following installation, commissioning and acceptance of any equipment and/or systems by UNDP Engineer. Any manufacturer's names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item.
Bid and Contract Currency (clause 11)	Bids should be priced in <b>United States Dollars (USD)</b> currency Any resulting contract will be in the USD currency
Bid Validity Period: (clause 12)	<b>120 days</b>



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Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Bid security: (clause 13)	The following form should be completed and provided with the bid submission: <b>Bid security / via bank guarantee in the amount of USD 40,000</b> Template can be found in Annex 10.
Sealed Bids to be received at / Bids to be marked: (clause 15)	From: Contractor Name, address and telephone number. To: UNDP/PAPP UNDP/PAPP Office –East Jerusalem 3 Yakubi Street- Jerusalem Tel: +972 2 6268200, Fax: +972 2 6268222 <b>[ITB-2015-132]: DEADLINE: Sealed envelope NOT to be opened before 2:30 p.m. on 10, August 2015</b>
UNDP may undertake any or all of the listed Post qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input checked="" type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input checked="" type="checkbox"/> Testing and sampling of completed goods and works similar to the requirements of UNDP, where available
Opening of Bids: (clause 18)	Bids will be opened in the presence of Bidders' Representatives, who choose to attend, half an hour past the closing time, on <b>10, August, 2015</b> , at the following address:  UNDP/PAPP office –East Jerusalem 3 Yakubi street- Jerusalem Tel: 00972 2 6268200, Fax: 00972 2 6268222  Bidders' Representatives (No more than two Representatives from each bidder) shall carry a letter authorizing the holder to attend the bids opening session on behalf of the bidder
Right to Vary Requirements (clause 24)	UNDP's Right to Vary Requirements at the time of making the award or during implementation of the contract: In the event of approved by the UNDP Engineer, variations in the quantities specified in the "Bill of Quantities", the readjustment in the price will be calculated based on the unit price of the bid and no other adjustment is permitted even if variations exceed twenty five percent (25%) of the originally estimated quantities.



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Relevant clause(s) of Instruction to Bidders	Specific data complementing, supplementing, or amending instructions to Bidders
Time for Completion (clause 28)	<b>Eight (9) Calendar months</b> from the date of notice to proceed /commence which will be issued by the UNDP Engineer after contract signature.
Pre-bid meeting & Site Visit (clause 30)	Pre-bid meeting Date & time: <b>27, July 2015 @ 11 a.m.</b>  Address: Solid Waste Joint Service Council, Jericho.  <b>The bidder/tenderer should visit and examine the site and its surroundings, and must obtain for himself on his own responsibility all information which may be necessary for preparing the tender/bid and entering into a contract.</b>
Alternative & Partial Bids:	Alternative & Partial bids are not acceptable.
Joint Venture, Consortium or Association	<b>Joint Venture, Consortium or Association are not permitted at all under this tender.</b>



### **SECTION 3: MODEL CONTRACT FOR WORKS**

(Refer to the “model contract” which is posted on the UNDP/PAPP designated web site at:  
**<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>**)



## SECTION 4: GENERAL CONDITIONS OF CONTRACT FOR CIVIL WORKS

(Refer to the “general conditions” which are posted on the UNDP/PAPP designated web site at:  
**<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>**)

Contractor should **not** submit a copy of the **General Conditions** along with his/her offer/bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **General Conditions** duly acknowledged (signed/stamped) upon contract signature



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## SECTION 5: SPECIAL CONDITIONS

The following Special Conditions shall complement, supplement, or amend the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Warranty/Guarantee	
Applies Yes	The Contractor shall be responsible for the maintenance of the subject works for a period of (1) One Calendar Year effective from the day of issuance of the Certificate of Substantial Completion of the Works.
Liquidated damages	
Applies Yes	If the contractor fails to deliver the specified works within the time period(s) stipulated by the Contract. UNDP shall, without prejudice to its other remedies under the contract, deduct from the payments due to the Contractor, as liquidated damages, a sum equivalent to <b>USD 500</b> per calendar day up to a maximum deduction of 10 percent of the contract price. Once the maximum limit is reached, UNDP may consider termination of the Contract.
Performance Security	
Applies Yes	<p>a) Within 7 days of receipt of the letter of Intent, and before contract signature, the successful Bidder shall furnish a Performance Security to UNDP in the amount of 10% of the contract Value.</p> <p>b) The Performance Security shall be valid until end of defects liability period (i.e. twelve months after the intended completion date)</p> <p>c) The proceeds of the Performance Security shall be payable to the UNDP as compensation for any loss resulting from the Contractors' failure to complete its obligations under the contract.</p> <p>d) The Performance Security shall be denominated in the currency of the contract and shall be in one of the following form of a bank guarantee or irrevocable letter of credit, issued by a reputable bank located in the occupied Palestinian territories (oPt) or abroad in the form provided in these Solicitation Documents.</p> <p>e) The Performance Security will be returned to the contractor within 30 days of substantial completion of the contract <b>and</b> after receipt of the maintenance guarantee, including any warranty obligation.</p>
Liability Insurance	
Applies Yes	The liability insurance referred to in Clause 23 of the General Conditions shall be taken out by the Contractor for an amount of 15% (fifteen percent) of the price of the Contract per occurrence, with number of occurrences unlimited. The liability insurance shall be submitted by the Contractor within seven (7) days of receipt of the letter of Intent, and before contract signature and start of works, and shall be valid until end of defects liability period (i.e. twelve months after the intended completion date).

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	Insurance policies ( <b>All risks insurance, public liability insurance - third parties &amp; Workers' compensation insurance</b> ) should be issued by the successful bidder subject to the general conditions, terms and conditions of the contract, and as per/ in compliance with the applicable Israeli Labor Law and international standards in this regard.
<b>Defects Liability</b>	
Applies Yes	Any damage resulted from defect in execution by the Contractor on the executed works during the defects liability period should be repaired by the contractor and at his own expense and during a week after receiving a notice in writing from the Employer; and if the contractor does not repair these damages during the above specified period, then UNDP does these repairs at the expense of the contractor, which shall be deducted from due sums against the Maintenance Guarantee.
<b>Value Added Tax (VAT)</b>	
Applies Yes	This contract is exempted from Value Added Tax (VAT) and accordingly no Value Added Tax will be paid under this contract. In the event that the Contractor fails to acquire the necessary tax clearances from the Tax Department, UNDP retains the right to encash the full amount of the Contractor's advance payment guarantee and performance guarantee without prior notice, and if necessary terminate the Contract.
<b>Payments by UNDP/PAPP</b>	
Applies Yes	<ol style="list-style-type: none"> <li>In the case of requesting an advance payment by the Contractor; the UNDP/PAPP shall pay the Contractor an advance payment up to 20% of the contract value upon signature of the contract between the UNDP/PAPP and the Contractor and submission of the following documents by the latter on behalf of UNDP/PAPP: <ul style="list-style-type: none"> <li>➤ An irrevocable bank guarantee for the same value of the advance payment valid for the period of 28 days after the intended completion date.</li> <li>➤ The required Performance Security as stipulated in this contract.</li> </ul> </li> <li>The amount of the advance payment if paid to the contractor shall be subject to a deduction of a <b>20% (twenty percent)</b> of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment when 80% of the works are completed. Should the cumulative amount of the deductions so made be lower than the amount of the advance payment after the date of completion of 80% the Works, UNDP may deduct the amount equal to the difference between the advance payment and the cumulative deductions from the payments due after completion or may recover such amount from the bank guarantee</li> <li>On each payment, UNDP shall withhold a per centum of the invoice amount, up to a maximum of <b>10%</b> of the total price of the Contract for due performance of execution. Half of this amount (<b>5%</b>) shall be returned to the Contractor within Forty (40) days upon the substantial completion and taking-over of the Works, and the remaining (<b>5%</b>) will be retained until the contractor furnishes the</li> </ol>

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	Maintenance Bank Guarantee which to be issued in the amount of <b>5% (five-percent)</b> of contract value, and to be valid until the end of the one year defects liability period. The said remaining <b>(5%)</b> of the contract value shall be returned to the contractor within Forty (40) days as of the date of receipt of the Maintenance Bank Guarantee.
<b>Safety, Health &amp; Welfare Plan</b>	
Applies Yes	<p>Upon contract award, the contractor should provide, as part of his contractual commitments, a detailed Safety, Health &amp; Welfare plan, being part of the overall program of works, subject to the Engineer approval. Contractor to bear all the costs associated with implementation of the said Safety, Health &amp; Welfare plan.</p> <p>The said Safety, Health &amp; Welfare plan shall be based on the following Safety manual (being an integral part of this tender)</p> <p><b>“Safety, health and welfare on construction sites/A Training Manual - International Labour Office Geneva (1999 version)” – Section 12 of the ITB</b></p> <p>The above mentioned Safety manual shall be an integral part of the tender and contract documents and the contractor is obligated to fully comply with the guidelines and instructions contained in the said manual, all to the satisfaction of the UNDP Engineer.</p> <p>Important: The contractor shall also implement fully the applicable Safety measures contained in the approved Safety plan during mobilization stage before actual work starts.</p>
<b>Third party reference checks from credit rating and reporting agencies</b>	
Applies Yes	If asked by UNDP/PAPP, the Successful Bidder shall fully cooperate with a given credit rating and reporting agency, for purpose of obtaining reports on the company's production facilities, financial and management status.
<b>Special Requirements</b>	
Applies Yes	<p><b>1) Miscellaneous</b></p> <p><b>a) Time Schedule:</b> The contractor has to submit a time schedule for the different activities of the project and the sequence of work activities using MS-Project software. This time schedule should be revised and approved by the engineer before the initiation of work activities. The contractor has to update it and do all modifications deemed necessary to work activities as per the instructions of the engineer. The contractor shall carry out quantity verification to be executed before the start-up of work activities. Written approval on the scope of works shall be obtained prior to implementation process.</p> <p><b>b) Schedule of material supply</b> No delays are accepted due to delay in or insufficient material supply for works</p>

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	<p>in the local market. Hence a schedule for material supply is needed before starting up activities.          The schedule of works should include the dates and quantities of material supply as well as the equipment supply to assure proper planning of work activities.</p> <p><b>c) Work plan</b>          The contractor has to submit a written work plan that illustrates the methodology to be followed in implementation of the work activities.</p> <p><b>d) Samples and catalogues:</b>          The contractor has to submit all samples and /or catalogues for all materials to be used on the project to verify their compliance with the technical specifications as follows:</p> <p>*The samples will be handed along with the request of material approval as per the schedule of material supply such that one week is allowed to obtain approval before order of material supply is placed.</p> <p>*The sample and catalogue should show the data of technical specification. In case there is no possibility to obtain a sample, the catalogue might be accepted after the engineer approval.</p> <p><b>e) Cash – Flow:</b>          The contractor has to submit a cumulative cash flow chart (S-curve) expected during implementation. Updates should be carried out on regular basis to adapt the actual expenditure on the project.</p> <p><b>f) Monthly reports and photographs.</b>          The contractor has to submit monthly reports in three copies reflecting the actual progress of works in percentage, executed work activities, difficulties faced and photos showing such progress.</p> <p><b>g) Closures of borders.</b>          The closure of borders is expected risk and the contractor has to assure proper storage of materials such that to keep work activities going on smoothly. No financial claims will be accounted in case of any closure is taking place.</p> <p><b>h) Contract documents:</b>          All tender documents stipulated in the ITB should be submitted, signed and stamped. It is deemed that all mentioned in the technical specification (General and Specific), drawings, bill of quantity, pre-bid meeting notes and/or any addendum thereof are included in the unit prices of the items and no extra charges will be paid in that respect.</p> <p><b>2) WORKMANSHIP:</b>          The contractor has to engage competent workers to achieve the workmanship stated in the tender documents. It is expected that best local practices be utilized in case no specific workmanship is identified.</p>
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	<p><b>3) DRAWINGS:</b></p> <p>a) The contractor has to abide to any additional detail or general drawings issued by the engineer and will be considered as part of the contract.</p> <p>b) The contractor will develop shop drawings for all work activities and submit for approval. No activity can be started unless engineer approves relevant shop drawing.</p> <p>c) The contractor should submit three copies of the shop drawings a week ahead of required approval. In case of changes required, the contractor will resubmit the drawings with changes and obtain approval before execution of works.</p> <p><b>4) As-Built Drawings:</b></p> <p>The contractor is responsible to submit as-built drawings before the preliminary handing over in two hard copies A3 size and two CD's. They should show all details (architectural, structural, mechanical, and electrical along with services routes, trenches, manholes, and levels ...etc)</p> <p><b>5) Discrepancies and mistakes in tender documents:</b></p> <p>a) In case there is discrepancy in the tender documents, the Engineer will verify the correct specification of any item in the tendering stage.</p> <p>b) In case there is missing information in the contract documents or discrepancy or review and approval of the engineer, improper description of details of the items, it doesn't relieve the contractor from carrying out the item in the most correct manner as if identified and properly described in the original tender documents.</p> <p>c) The contractor has to acknowledge the engineer in case of omission, discrepancy or mistakes in the tender documents in the tendering stage and price according to the engineer's answer.</p> <p><b>6) INSPECTION OF SITE:</b></p> <p>The contractor is deemed to have visited and investigated the site and identified all site conditions in terms of ground nature, accessibility to site, availability of services like water &amp; electricity and all factors affecting execution of work activities before submitting his offer. All such factors are deemed to be taken into consideration while pricing.</p> <p><b>7) SUB-CONTRACTORS:</b></p> <p>Sub- contractors are dealt with according to General Conditions of Contract. The main contractor should submit to the Engineer; the certified agreement between him and the subcontractor prior to commencement of the work.</p> <p><b>8) EQUIVALENCE AND ENGINEER'S INSTRUCTION:</b></p> <p>Wherever equivalence and Engineers' instruction are mentioned within the contract documents, they are interpreted to be dealt with and /or executed according to the consent of the engineer.</p> <p><b>9) SITE MEETINGS:</b></p> <p>Periodical site meetings will be carried out and the contractor or duly authorized delegate should attend the meetings.</p> <p><b>10) TESTING:</b></p>
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	<p>The contractor at his own expenses shall provide any test as requested by the Engineer's Representative for any materials supplied, installed, or stored in the site according to the stipulated tests in the general specifications. The contractor has to secure devices and equipments that are necessary to test sanitary and electrical works as requested by the Engineer.</p> <p><b>11) SPECIFICATIONS:</b>          Specifications are the approved American, Britain, and Palestinian Specifications.</p> <p>In case there is no clear or missing specification of items, it is deemed that the contractor has based his prices on high quality materials and best practice in implementation.</p> <p><b>12) TAKE OFF QUANTITIES AND PRICING:</b></p> <p>a) Description of items          The tender documents are complementary and self-explanatory and what is deemed necessary in one is deemed necessary in all. Accordingly, the item specification is not limited to item description in the bill of quantity but rather to the tender documents as a whole.</p> <p>b) Quantities</p> <ul style="list-style-type: none"> <li>i) Net measurements of quantities as executed or erected in place will be used in the project ignoring losses and overlapping parts.</li> <li>ii) Quantities are based on actual measurements on site.</li> <li>iii) The contractor shall reveal attachments and supporting documents for all finished quantities with each payment to the Engineer for review.</li> <li>iv) The quantities in the Bill of Quantity are only an estimate. Actual quantities will be measured on site and approved by the engineer.</li> <li>v) The contractor should inform the owner or his representative about any increase in quantities prior to execution in a written form. In case of extra quantities are executed without informing the owner or the Engineer and obtaining approval on the implementation it will not be accounted in the quantities.</li> </ul> <p>c) Pricing:</p> <ul style="list-style-type: none"> <li>i) Description of items: The contractor is deemed that he understood all items within the bill of quantities and that he included all required expenses for permanent or temporary activities and components inclusive but not limited to overhead, profit, fees for services, materials, samples, losses in materials, equipment's,...etc, to achieve and maintain the works in first grade quality and in the correct form. No claims will be accepted for comprehensiveness in pricing.</li> <li>ii) The contractor shall not include price of item in another one. All prices of items should be adequate to execute the relevant task individually.</li> <li>iii) The cost of any item in the B.O.Q. shall include all prices of raw material, workmanship cost, profits, and all direct and indirect implicated costs of the implementation of the project.</li> <li>iv) Any un-priced item in the B.O.Q. is eventually included in the other items and the contractor has not the right neither to price it later nor to cancel it.</li> <li>v) The contractor is deemed to base his price according to proper breakdown</li> </ul>
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	<p>of cost. Hence, he is expected to submit such price analysis within his offer upon UNDP request.</p> <p>vi) The unit rates shouldn't include VAT. All payments will be processed according to Zero VAT invoices all according to PA rules and regulations in that respect. The contractor has to include all expenses that might occur in his overhead expenses and no claims will be accepted regarding this issue.</p> <p>vii) Price shall include fees of testing according to specification and engineer's instruction. UNDP has the right to change the testing laboratory from time to time.</p> <p>viii) The contractor has to submit valid income and VAT tax clearance issued by the Ministry of finance along with the tender.</p> <p><b>13) PROJECT SIGN BOARDS:</b></p> <p>a) The contractor has to supply and install two project sign boards. they will be made up of painted steel sheet 200cmX350cm including painted steel pipes 3" in diameter to hold the sign and fixed in place by concrete footings 50 cm x50 cm x50 cm before the start-up of work activities. All information and logos that have to be included on the board will be handed by the engineer during the mobilization period.</p> <p>b) The contractor will supply and fix Italian Carara marble sign 120cm x 100cm x 3cm. All information and logos that have to be included on the board will be handed by the engineer before the partially handing over of the project.</p> <p><b>14) Assistance To The Engineer's Representative</b></p> <p>a) The Contractor shall give such assistance and supply such labor as may be required by the Engineer in connection with the contract when required.</p> <p>b) Such labour to be hired and employed by the Contractor, but shall operate and perform their duties under the direction of the Engineer's Representative.</p> <p><b>15) Temporary installations during implementation</b></p> <p>All these facilities implemented before the start of project works and be at the expenses of the contractor and by the fall of the construction cost and the total after the expiration of the term of the project. In case of any delaying by the contractor in establishing of such buildings or any part thereof and removal of thereof, the Engineer's Representative and Employer have a right to establish the remainder and removal thereof at the end of the project and reduce the amounts disbursed from the account of the contractor without any objection to the action or cost.</p> <p><b>16) warehouses</b></p> <p>The contractor shall establish stores and warehouses to store all the building materials, especially cement and ensure the conditions necessary for the protection of stored materials from damage caused by exposure to influences.</p>
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## SECTION 6: SCOPE OF WORKS

ATLAS Project # 94630

### Statement of Works (SOW)

All works shall be under a single Contract. All items indicated in these Contract Documents and otherwise necessary to complete the Works are the responsibility of the Contractor to both construction and procurement under this Contract, regardless of whether or how they are indicated elsewhere in these Contract Documents. The Construction Work shall include the following:

(1) Expansion of Sanitary Landfill: Area approx. 12,000 m<sup>2</sup>

- Semi-aerobic Sanitary Landfill
- Appurtenant work

(2) Material Recycling Facility (MRF)

- Structure: Steel Frame, RC
- Building Area: 250 m<sup>2</sup>

(3) Waste Transfer Station (TS)

- Structure: RC
- Working Area: Asphalt paving 700 m<sup>2</sup>



## SECTION (7): TECHNICAL SPECIFICATIONS

(Attached)

**All the technical specification are included in Volume 3 which includes the followings:**

- Part 1: General Requirement
- Annex 3-1.1 Documents to be submitted
- Annex3-1-2 Pictures
- Annex3-1-3 Soil Investigation



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## **SECTION 8: DRAWINGS**

**(Attached)**



## **SECTION 9: PRICE SCHEDULES (BILL OF QUANTITIES)**

**(Attached)**



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## **SECTION 10: REQUIRED FORMS**

- (1) Bid Submission Form
- (2) Bid Security Form



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## Bid Submission Form<sup>1</sup>

*(This should be written in the Letterhead of the Bidder. Except for indicated fields, no changes may be made in this template.)*

Insert: Location

Insert: Date

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to implement the works and related services required for .....in accordance with your Invitation to Bid dated Insert: bid date. We are hereby submitting our Bid, which includes the Technical Bid and Price Schedule.

We hereby declare that:

- All the information and statements made in this Bid are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby fully accept the Schedule of Requirements and Technical Specifications describing the duties and responsibilities required of us in this ITB, and the General Terms and Conditions of UNDP's Standard Contract for this ITB.

We agree to abide by this Bid for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Bid is accepted, to initiate the supply of goods/works and provision of related services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this Bid, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

<sup>1</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Bid.



Empowered lives.  
Resilient nations.

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Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Details: \_\_\_\_\_

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*[Please mark this letter with your corporate seal, if available]*

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## Bid Security Form

To: The procuring entity,

Whereas [name of contractor] (hereinafter called the "Contractor") has submitted its bid dated [date submission of proposal] for the provision of works for [description of works] (hereinafter called Bid).

KNOW ALL PEOPLE by these presents that WE [name of bank], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Purchaser] (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common seal of the said Bank this .....day of.....2000.

THE CONDITIONS of this obligation are:

1. If the Contractor withdraws its Bid during the period of bid validity specified by the Contractor on the Proposal Submission Form: or
2. If the Contractor, having been notified of the acceptance of its Bid by the Purchaser during the period of validity of the proposal:
  - (a) fails or refuses to execute the Contract Form, or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Contractors;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of validity of the proposal, and any demand in respect thereof should reach the Bank not later than the above date.

.....

**Article I. Signature of the Bank**



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## **SECTION 11: SAMPLE FORMS**

- Sample 1: Performance Bank Guarantee
- Sample 2: Bank Guarantee for Advance payment



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## PERFORMANCE BANK GUARANTEE

To:.....

[INSERT FULL NAME AND ADDRESS OF RR or BUREAU/DIVISION  
DIRECTOR AT UNDP]

WHEREAS.....[INSERT NAME AND ADDRESS OF THE CONTRACTOR]  
(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No....., dated....., to  
execute.....[INSERT TITLE OF CONTRACT AND BRIEF DESCRIPTION OF WORKS],  
(hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a  
Bank Guarantee by a recognized Bank for the sum specified therein as security for compliance with his  
obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby irrevocably affirm that we are the Guarantor and responsible to you, on behalf of  
the Contractor, up to a total of.....[INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN  
WORDS], such sum being payable in the types and proportions of currencies in which the Contract Price is  
payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum  
or sums within the limits of .....[INSERT AMOUNT OF GUARANTEE] as aforesaid without your  
needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with  
the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the  
Works to be performed thereunder or of any of the Contract Documents which may be made between you and  
the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of  
any such change, addition or modification.

This guarantee shall be valid until twenty eight calendar days after issuance of the Certificate of Final  
Completion.

SIGNATURE AND SEAL OF THE GUARANTOR

.....

NAME OF BANK .....

ADDRESS .....

DATE .....



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### Bank Guarantee for advance payment

We [Bank name] have been informed that the United Nations Development Programme (hereinafter called "the UNDP") which has its Headquarter in New York concluded on date \_\_\_\_\_ a contract [*contract title and No.*] with [*Name of the company*] hereinafter refereed to as "the Contractor" whom has its headquarter in \_\_\_\_\_ at a total price of \_\_\_\_\_ US dollars (\$ \_\_\_\_\_), to execute [*Insert title of contract and brief description of works*].

Whereas it has been stipulated in the Contract that the Contractor shall furnish the UNDP with a Bank guarantee by a recognized Bank for the sum specified thereafter as security for compliance with his obligations in accordance with the Contract,

Whereas we have agreed to give the UNDP such a Bank Guarantee

And according to this contract, UNDP is required to make an advance payment to the Contractor of \_\_\_\_\_ US\$, being \_\_\_\_ % of the total price.

Now therefore, this being stated, we, [BANK NAME] [BANK BRANCH], irrespective of the validity and the legal effect of the above mentioned contract and waiving all rights of objection and defense arising therefrom, hereby irrevocably affirm we are the Guarantor and responsible to you, and on behalf of the Contractor undertake to pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of [INSERT AMOUNT OF GUARANTEE IN FIGURES AND IN WORDS] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain in full effect from the date of the advance payment under the Contract until UNDP recovers full payment of the same amount from the Contractor.

This guarantee is revocable only with the written consent of the UNDP.

Parties hereby agree on the terms of this bank's guarantee letter.

SIGNATURE AND SEAL: \_\_\_\_\_  
Name of Bank/ Financial

Institution: \_\_\_\_\_

Adresse: \_\_\_\_\_

Date: \_\_\_\_\_



## SECTION 12:

### SAFETY, HEALTH AND WELFARE ON CONSTRUCTION SITES – MANUAL

(Refer to the “Safety Manual” which is posted on the UNDP/PAPP designated web site at:  
**<http://www.ps.undp.org/content/papp/en/home/operations/procurement.html>**)

Contractor should **not** submit a copy of the **Safety Manual** along with his/her bid

Only Successful bidder, however, shall print & provide UNDP with a hardcopy of the **Safety Manual** duly acknowledged (signed/stamped) upon contract signature